

BEFORE THE
PUBLIC SERVICE COMMISSION OF WISCONSIN

Petition of Wisconsin Public Service Corporation for Declaratory Ruling Regarding Right to Self-Supply Station Power to Fox Energy Center)	
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)	Docket No. 6690-DR-109
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**CITY OF KAUKAUNA'S
INITIAL BRIEF**

The City of Kaukauna ("Kaukauna") submits this Initial Brief pursuant to the Public Service Commission of Wisconsin's ("PSCW" or "Commission") April 30, 2014 Order Opening Docket (PSC REF#: 203836) and in response to Wisconsin Public Service Corporation's ("WPSC" or the "Company") Petition for Declaratory Ruling (PSC REF#: 200023). WPSC seeks an order requiring Kaukauna Utilities ("KU") to cease supplying station power¹ to the Fox Energy Center ("Fox Energy") so that WPSC can provide the station power itself via remote self-supply.

For the reasons explained below, the Commission should deny WPSC's request and issue an order declaring that KU has the exclusive right to continue providing retail electric service, including station power, to Fox Energy pursuant to the Territorial Agreement Between WPSC and Kaukauna, dated September 20, 2004 ("Territorial Agreement" or "Agreement").² Should the Commission conclude, however, that WPSC has the right to self-supply, KU requests that it not be required to transfer service to WPSC until it can adjust its rates for the loss of this load in

¹ Station power is the electricity used for heating, lighting, air conditioning, and office equipment needs of the buildings on a generating facility's site, and for operating the electrical equipment that is on the site. See Stipulation of Facts ("Stip."), ¶ 3.

² The Agreement is attached to the Petition as Exhibit 2.

a rate case to be filed within six months of a final, non-appealable court decision affirming such a Commission order.

BACKGROUND

2004 Territorial Agreement

On September 20, 2004, Kaukauna and WPSC entered into the Territorial Agreement (PSC REF#: 22204). The Agreement was approved by the Commission by order signed November 11, 2004 in Docket No. 5-BS-137 (PSC REF#: 24378). By that Agreement, the parties, among other things, agreed on a Boundary Line (described on Exhibit A to the Agreement), defining the parties' respective service territories for the purposes of the Agreement. Under Section 2 of the Agreement, KU has the "exclusive right to provide electric utility service to customers located to the west of the Boundary Line" and WPSC has the "exclusive right to provide electric utility service to customers located to the east of the Boundary Line." Section 4 of the Agreement provides that each party has "the right to continue to provide service to all its existing customers as of the effective date of this Agreement." The parties also agreed to certain exceptions, allowing each party to serve specific customers and premises within the other's service territory; those exceptions are set out on Exhibits B and C to the Agreement. The parties are free to agree to additional exceptions provided that the exceptions are made in writing and signed by both parties. *See* Territorial Agreement, Section 5 (Exceptions).

Of central importance to this dispute is Section 10 of the Agreement, pertaining to "Retention of Rights." That section provides:

Except as specifically set forth herein, this Agreement does not modify or limit the legal rights of either party, including but not limited [to] KU's right under Chapter 197 of the Wisconsin Statutes. **KU and WPSC may exercise all rights not inconsistent with this Agreement.**

(Emphasis added.) It is this provision of the Agreement that makes clear that a party's right to serve under Wis. Stat. § 196.495 ends at the Boundary Line. In other words, what determines whether one party can serve on the other party's side of the Boundary Line is the Territorial Agreement.

Finally, the term of the Agreement is "perpetual and continue[s] until terminated by mutual agreement of the Parties, which agreement shall be in writing." *See* Territorial Agreement, Section 15 (Term). Neither party disputes that the Agreement is in full force and effect.

History of Service to Fox Energy

Fox Energy is a 593 MW natural gas-fired combined-cycle electric generating facility located in the Village of Wrightstown, Wisconsin. Stip., ¶ 2. Fox Energy commenced commercial operation in June 2005. *Id.* The facility is located within KU's electric retail service territory and is on KU's side of the Boundary Line. *Id.*

KU began providing retail, end-use electric service to the Fox Energy Center construction site beginning in November 2003 and began providing station power to Unit 1 on January 2, 2005. Stip., ¶ 3. KU continues to provide retail, end-use electrical services to Fox Energy. *Id.* These services include station power to Fox Energy itself and power for Fox Energy's water pumping station, which is located in the City of Kaukauna. *Id.*

Until March 2013, Fox Energy was owned by Fox Energy Center, LLC, which in turn was owned by affiliates of General Electric and Tyr Energy. On March 28, 2013, WPSC purchased Fox Energy Center, LLC from General Electric and Tyr Energy. Upon the closing of that transaction, Fox Energy Center, LLC was merged into WPSC. Stip., ¶ 4.

Fox Energy is interconnected directly to the American Transmission Company (“ATC”) transmission system and is connected to an ATC substation that is located on the Fox Energy site. Stip., ¶ 5. The ATC substation is connected to an ATC 345 kV transmission line. *Id.* The ATC substation is also an end-use retail customer of KU, as KU provides station power to the substation via a KU distribution feeder going into the ATC substation (i.e., a single-phase, 120/240 volt, 50 kVA padmount transformer and associated primary and secondary cables). *Id.*

KU serves the large Fox Energy station power load (3 MW on-peak and 6 MW off-peak) pursuant to KU's CP-2 retail tariff. Stip., ¶¶ 5 and 8. Under this retail tariff, WPSC pays KU a customer charge of \$100/month and a distribution demand charge of about \$10,000/month. Stip., ¶ 5. KU also supplies electric service to Fox Energy's water pumping station pursuant to KU's General Services retail tariff. *Id.*

The electric service KU provides to Fox Energy is a combination of power it resells from WPPI Energy (“WPPI”), its wholesale supplier, and power KU generates from its hydro facilities. Stip., ¶ 5. KU uses WPPI’s meters to measure the retail, end-use electric services that KU provides to Fox Energy. WPSC pays a monthly metering charge of about \$1,200 to WPPI. *Id.*

Based on KU's last rate study, which used a 2012 test year (PSC REF#:162571; Docket No. 2800-ER-106), the loss of revenue from this load if WPSC self-supplies station power would cause a reduction in KU's rate of return by 0.77%. Stip., ¶ 8. Moreover, if KU's rates were adjusted for the loss of revenue from this load, KU’s rates would increase by 0.98% across all customers. *See* Exhibit 3, which is the rate impact analysis prepared by Mike Kawula, Manager of Finance and Administration for KU.

ARGUMENT

I. UNDER THE TERRITORIAL AGREEMENT, KU HAS THE EXCLUSIVE RIGHT TO CONTINUE PROVIDING RETAIL ELECTRIC SERVICE TO FOX ENERGY.

A. Fox Energy is KU's Retail Customer, and WPSC Has No Right to Serve KU's Customers on KU's Side of the Boundary Line.

The structure of the Territorial Agreement is simple and straightforward. The parties agreed to a Boundary Line to delineate their respective service territories in and around Kaukauna. The customers on the west side of the line are KU's customers, and those on the east side of the line are WPSC's. In addition, the parties did, and may still, agree to exceptions that allow one party to serve individual customers on the other party's side of the Boundary Line, provided that the parties agree to those exceptions in writing.

Moreover, each party's exclusive right to serve customers on its side of the Boundary Line pertains to customers that existed at the time the Agreement was executed, as well as to any new, future customers that locate on the party's side of the Boundary Line. A change in ownership of a customer facility or a change in the use of the premises at issue does not affect a party's right to continue serving the customers on its side of the line.

It is undisputed that Fox Energy is KU's retail customer and is located on KU's side of the Boundary Line. It is also undisputed that the parties have not agreed in writing to make Fox Energy an exception under the Territorial Agreement, to allow WPSC to serve the facility even though it is currently a KU retail customer. Thus, WPSC may not provide service to Fox Energy without KU's written consent under the Agreement.

It is the Commission's duty to enforce the Territorial Agreement pursuant to Wis. Stat. § 196.495(4) since the Commission previously approved the Agreement as being in the public

interest. Accordingly, the Commission should dismiss the Petition and affirm KU's right to continue to provide station power to its retail electric customer, Fox Energy.

B. WPSC's Petition Effectively Concedes That the Company Has Waived Its Self-Service Rights Under Wis. Stat. § 196.495(3).

In an attempt to get out from under the Territorial Agreement, WPSC makes the following argument:

Section 2 of the Territorial Agreement provides that KU has the "exclusive right to provide electric utility service to **customers** located west of the Boundary Line and [WPSC has] the exclusive right to provide electric utility service to **customers** located to the east of the Boundary Line." This provision does not constitute a waiver of the parties' self-service rights under Wis. Stat. § 196.495(3). When WPSC self-supplies station power to Fox Energy, WPSC will not be serving any "**customer**." WPSC will be serving itself. If KU was correct, then most if not all of the territorial agreements approved by the Commission could be construed as waiving the parties' rights of self-service. This is because such agreements commonly define boundary lines and assign exclusive rights to serve "**customers**" on either side of the lines.

Petition, ¶ 10e (emphasis added). In other words, WPSC argues that if it were to serve Fox Energy, there would be no "customer" because WPSC would be serving itself and that, therefore, the Territorial Agreement would not control as it pertains to the right to serve customers.

This Commission has previously rejected this exact argument regarding the meaning of the word "customer" in *Wisconsin Power and Light Company's Complaint Against the City of Wisconsin Dells as an Electric Public Utility*, Final Decision, PSC Docket No. 6680-DR-110 (Mailed June 5, 2007) (PSC REF#: 77115), aff'd, *Wisconsin Power & Light Co. v. Public Serv. Comm'n of Wisconsin*, 2009 WI App 164 ("WP&L Case"). Here, the court of appeals upheld the Commission's determination that a sewer lift station that was owned and served by the same public utility (i.e., City of Wisconsin Dells) was a "customer" within the meaning of the Commission's regulations interpreting Wis. Stat. § 196.495. *Id.*, ¶ 2. In the matter below, the Commission had rejected WP&L's argument that, because the sewer lift station was the City

electric utility's own property under Wis. Stat. § 196.495(3), the sewer lift station distribution line was not providing electric services to a "customer" under Wis. Admin. Code § PSC 112.08(1). Specifically, the Commission concluded that "a municipal electric utility is serving a 'customer' under [the regulation] when it is serving municipal facilities." *WP&L Case*, ¶ 14. As dictated by the *WP&L Case*, Fox Energy is a "customer" for the purposes of Wis. Stat. § 196.495 regardless of whether it is being served by its owner under § 196.495(3) or by an unrelated utility.

As WPSC itself recognizes, what follows from the Commission's ruling in the *WP&L Case* that a facility being served by its public utility owner under Wis. Stat. § 196.495(3) is a "customer" is that "most if not all of the territorial agreements approved by the Commission could be construed as waiving the parties' rights of self-service." Petition, ¶ 10e. Thus, the logical conclusion to be drawn from WPSC's own argument is that the parties' did indeed waive their self-service rights in the Territorial Agreement. Accordingly, the Commission should conclude that WPSC has conceded that the Territorial Agreement precludes the Company from self-supplying station power to Fox Energy.

C. WPSC and KU Each Waived Its Right to Extend Electric Service to Its Own Property or Facilities Under Wis. Stat. § 196.495(3).

In its Petition, WPSC claims that neither party waived its statutory right under § 196.495(3) to extend electric service to its own property or facilities and that, therefore, the Territorial Agreement does not control here. WPSC is wrong. WPSC's proposed interpretation of the Territorial Agreement cannot be squared with the plain meaning of the Agreement and would render the entire Agreement meaningless.

The purpose of any territorial agreement entered into pursuant to Wis. Stat. § 196.495 is to alter the parties' statutory service rights with the central goal of avoiding territorial disputes.

The parties acknowledged in the Territorial Agreement that the purpose of the Agreement was to "avoid controversy with respect to the areas to be served by each Party" as well as to "avoid duplication of facilities" and to "render the most efficient service to the consuming public." To achieve these goals, WPSC and KU agreed to waive their statutory service rights and bind themselves by contract to a new set of "right-to-serve" rules.

Such agreements are explicitly embraced by Wis. Stat. § 196.495, and where, as here, the PSCW has approved the agreement as "being in the public interest," the PSCW is charged with enforcing the agreement. *See* § 196.495(4) (The PSCW "shall enforce an agreement if the agreement has been filed with the commission and approved by the commission as being in the public interest.").

Thus, given the nature of a territorial agreement, a party's "contractual service rights" necessarily conflict with the party's pre-agreement service rights under Wis. Stat. § 196.495. For example, a public utility has the exclusive statutory right to extend electric service to any premises not already receiving service where that utility is the only one with distribution facilities within 500 feet of the facility to be served on the premises. *See* Wis. Stat. § 196.495(1m)(b) ("No public utility . . . may [m]ake a primary voltage extension to serve the premises of any person not receiving electric service and to which service is available from the facilities of another public utility . . . through a secondary voltage extension . . ." ³). Once the parties entered into the Territorial Agreement and that agreement was approved by the PSC, the parties waived this statutory right by agreeing to a fixed territory boundary line. Under the Territorial Agreement, the parties agreed that KU has the exclusive right to serve to the east of the Boundary Line and that WPS has the exclusive right to serve to the west of the line. *See*

³ A "primary voltage extension" is an extension of 500 feet or more; a "secondary voltage extension" is an extension that is less than 500 feet. Wis. Stat. § 196.495(1)(a).

Territorial Agreement, Section 2 (Boundary Line). In doing so, each party waived its exclusive right to extend service via a secondary voltage extension where the premises at issue are located on the other party's side of the Boundary Line.

In addition to the right to extend service via a secondary voltage extension, other potentially "inconsistent" pre-agreement statutory rights that the parties' waived by entering into the Territorial Agreement include the following:

- *WPSC's right under § 196.495(2) to extend service within areas annexed into the City of Kaukauna.* Subsection (2) allows a public utility to extend service into an area annexed into a city or village after January 1, 1961 in accordance with § 196.495 (1m), if the public utility had distribution facilities in the area at the time of annexation. It would be inconsistent for WPSC to exercise this right to serve any new premises within an area annexed into the City because doing so would conflict with KU's "right to serve all existing and future customers within any area annexed to the City of Kaukauna after the execution of this Agreement . . . " *See Territorial Agreement, Section 8 (Annexation).*
- *KU's right under § 196.495(2m) and Chapter 197, Wis. Stats., to acquire WPSC's facilities via a process akin to condemnation.* It would be inconsistent for KU to exercise its acquisition rights where the facilities and customers at issue are on WPSC's side of the Boundary Line since the Territorial Agreement gives WPSC the exclusive right to serve the territory on its side of the Boundary Line.

The Territorial Agreement makes clear that the only § 196.495 service rights retained by either party are those rights the exercise of which would not be "inconsistent with this Agreement." *See Territory Agreement, Section 10 (Retention of Rights), which provides:*

Except as specifically set forth herein, this Agreement does not modify or limit the legal rights of either party, including but not limited to KU's right under

Chapter 197 of the Wisconsin Statutes. KU and WPSC may exercise all rights not inconsistent with this Agreement.

Accordingly, Section 10 provides a straightforward test to determine whether a statutory service right has been retained or waived. If the right can be exercised without conflicting with the Territorial Agreement, then it is a retained right. However, if the exercise of the right would conflict with (i.e., be inconsistent with) the Agreement, that right has been waived.

WPSC does not challenge the validity of the Territorial Agreement. Nor does it dispute that Fox Energy is located within KU's service territory on KU's side of the Boundary Line. Rather, WPSC argues that now that it has purchased Fox Energy, it has the right to provide station power to Fox Energy pursuant to Wis. Stat. § 196.495(3), which provides that "[n]othing in this section shall preclude any public utility . . . from extending electric service to its own property or facilities for resale." WPSC's argument runs contrary to the plain meaning of the Territorial Agreement and subsection (3) itself.

Just like Wis. Stat. § 196.495 (2) and (2m) discussed above, subsection (3) grants a public utility service rights. In this case, it is the right of a public utility to serve its own property or facilities. And just like those other subsections, neither WPSC nor KU may exercise that statutory right if the property or facilities at issue are located on the other party's side of the Boundary Line. Exercise of that right would be inconsistent with the "host" party's contractual right to serve all customers on its side of the Boundary Line.

WPSC argues that the parties' self-service rights under § 196.495(3) have not been waived because there is "no express waiver in the Territorial Agreement by either WPSC or KU of its self-service right." Petition, ¶10c. According to WPSC, there can be no waiver because the Territorial Agreement "does not address self-service or Wis. Stat. § 196.495(3) at all." *Id.* Adopting WPSC's interpretation of the Territorial Agreement with respect to subsection (3)

would render the entire Agreement meaningless because not one of the statutory rights that the parties waived to gain the benefits of the Territorial Agreement is “expressly waived” or specifically called out in the Agreement.

Rather than list each statutory right the parties agreed to waive by entering in the Agreement, the Agreement is structured such that all of the parties’ service rights under § 196.495 are waived vis-à-vis the area located on the other party’s side of the Boundary Line. As Section 10 of the Territorial Agreement makes clear, the parties only retain those statutory rights the exercise of which would not be inconsistent with the terms of the Agreement. If WPSC’s argument were to prevail, there would be nothing to prevent either party from asserting other statutory rights that are not specifically called out in the Agreement.

WPSC simply cannot pick and choose which of its § 196.495 rights it wishes to retain with respect to customers and facilities on KU’s side of the Boundary Line. Had the parties wished to exempt the parties’ right to self-serve under § 196.495(3), the Territorial Agreement would have provided for such an exemption. However, it does not so provide. Because KU has the exclusive right to serve Fox Energy under the Territorial Agreement and § 196.495, WPSC may not serve Fox Energy without KU’s written consent.

D. WPSC Cannot Rely on Wis. Stat. § 196.495(3) for the Right to Remotely Supply Station Power Because It Is Not Seeking to Provide Retail Service to Fox Energy.

1. WPSC Is Attempting to Play Both Sides of the "Jurisdictional Fence" at the Same Time.

A central problem with WPSC’s position is that it is inherently contradictory. On the one hand, it argues that it has the right to provide station power to Fox Energy under the laws administered by the PSCW. At the same time, it argues that it has that right under the laws administered by the Federal Energy Regulatory Commission (“FERC”). Which is it? Since the

PSC's and the FERC's jurisdictions are mutually exclusive, WPSC cannot argue it has the right to self-supply station power under both state and federal law. As explained more fully below, both positions are equally without merit.

2. Section 196.495(3) Only Applies to the Right to Serve One's Own Property or Facilities at Retail.

WPSC is seeking the right to self-serve station power remotely under Schedule 20 of Midcontinent Independent System Operation ("MISO") Tariff,⁴ which treats such self-service as a wholesale, not retail, transaction. Thus, regardless of the terms of the Territorial Agreement, WPSC cannot look to Wis. Stat. § 196.495(3) for the right to serve Fox Energy as that statute governs the right to provide electric service at retail. According to its terms, subsection (3) grants a public utility the right to provide **retail** electric service to its own property or facilities: “[n]othing in this section shall preclude any public utility . . . from extending electric service to its own property or facilities **for resale**.” Wis. Stat. § 196.495(3) (emphasis added).

It is undisputed that KU has been, and currently is, serving Fox Energy as a retail electric customer. It is KU’s right to continue to serve Fox Energy as its retail customer that is protected by the Territorial Agreement and Wis. Stat. § 196.495. Neither the Territorial Agreement nor § 196.495(3) give WPSC any right to serve Fox Energy, especially since WPSC is not seeking to provide a retail service to Fox Energy.

This Commission approved the Territorial Agreement and is duty bound to enforce it and to protect KU's right to provide retail electric service to Fox Energy under the Agreement. Without strict enforcement by the PSCW of the parties’ Territorial Agreement, the effectiveness of territorial agreements generally will be severely undermined and the number of territorial disputes will undoubtedly increase.

⁴ Schedule 20 is attached to the Petition as Exhibit 1.

II. SCHEDULE 20 DOES NOT GRANT WPSC THE ABSOLUTE RIGHT TO SELF SUPPLY STATION POWER REMOTELY.

WPSC argues that, even if the Territorial Agreement precludes the Company from “self-supplying station power to Fox Energy under Wis. Stat. § 196.495(3), the MISO Tariff’s Remote Self-Supply provision supersedes the Territorial Agreement.” Petition, ¶ 11. In other words, the Company claims that Schedule 20 of the MISO Tariff pre-empts the PSCW’s authority to enforce the Territorial Agreement because Schedule 20 gives a generator the absolute right to self-supply station power remotely whenever it chooses to do so. Petition, ¶ 11b. WPSC is wrong. In making these arguments, the Company ignores the unambiguous and plain language of Schedule 20. Schedule 20 describes service options; it does not grant a generator any rights to serve itself remotely. The Company also ignores that fact that Schedule 20 recognizes that a facility may be served at retail by a third-party—which, of course, is how Fox Energy is being served currently.

Schedule 20 describes the various ways in which a generator may arrange for station power. The generator may obtain station power (1) from the same facility (On-Site Self-Supply); (2) from a remote facility owned by the generator (Remote Self-Supply); or (3) from a third party pursuant to an applicable retail rate or tariff (i.e., Third-Party Supply). Currently, station power is being provided under "option 3," pursuant to KU's retail rate tariff. WPSC points to no language in Schedule 20 that grants the Company any right at all to self-supply station power under "option 2," where that right does not already exist independently of Schedule 20. As shown above, WPSC has waived its self-service rights under state law and cannot resurrect that right via the MISO Tariff.

In addition, the exercise of option 2 would conflict with Wisconsin law and with the PSCW's statutory mandate to enforce territorial agreements it has approved as in the public

interest pursuant to Wis. Stat. § 196.495(4). Schedule 20 is clear that it does not supersede state law, nor does it pre-empt a state commission's ability to enforce the laws and regulations it administers with respect to the provision of retail electric service. With respect to such issues, Section 20 is very explicit, providing as follows:

IV. RETAIL PURCHASE OF STATION POWER

Nothing in this Schedule 20 is intended to: 1) preclude a Generation Owner from purchasing Station Power pursuant to an applicable retail rate or tariff; or 2) supersede otherwise applicable jurisdiction of a state regulatory commission.

In addition, Section 20 states that a generator “may arrange to provide for Station Power of a Facility, consistent with Applicable Laws and Regulations.” The term “Applicable Laws and Regulations” means “all duly promulgated applicable federal, **state** and **local** laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority having jurisdiction over the Parties, their respective facilities and/or the respective services they provide.” MISO Tariff, Attachment X (Generator Interconnection Procedures)(emphasis added).

Thus, according to the terms of Schedule 20 as applied here, WPSC may "exercise" option 2 to self-supply station power remotely to Fox Energy if, and only if, such an exercise is consistent with Wisconsin law and PSCW regulations. As discussed above, WPSC may not self-supply station power remotely because, pursuant to Wis. Stat. § 196.495 and the Territorial Agreement, the Company has no right to self-supply station power. Rather, Fox Energy must remain a retail electric customer of KU, unless and until, KU consents to allow WPSC to self-supply pursuant to the terms of the Territorial Agreement.

III. IF FOR SOME REASON THE COMMISSION GRANTS THE PETITION, KU ASKS THAT THE COMMISSION'S ORDER NOT TAKE EFFECT UNTIL AFTER KU'S NEXT RATE CASE.

Fox Energy is an important customer to KU. The station power load KU serves is between 3 MW (on-peak) and 6 MW (off-peak). *Stip.*, ¶ 8. The loss of this load will have a significant negative impact on KU. Based on KU's last rate study, which used a 2012 test year (PSC REF#:162571; Docket No. 2800-ER-106), the loss of revenue from this load if WPSC self-supplies station power would cause a reduction in KU's rate of return by 0.77%. *Id.* Moreover, if KU's rates were adjusted for the loss of revenue from this load, KU's rates would increase by 0.98% across all customers. *See* Exhibit 3, which is the rate impact analysis prepared by Mike Kawula, Manager of Finance and Administration for KU.

In the event that the Commission grants the Petition, KU asks that any order allowing Fox Energy to cease taking retail service from KU be held in abeyance until KU has had an opportunity to adjust its rates to accommodate for the loss of load. KU would commit to filing a rate case within six months of a final, non-appealable court decision affirming such a Commission order. In making this request, KU makes no concessions whatsoever regarding the arguments it makes above.

CONCLUSION

For the reasons stated above, KU requests that the Commission dismiss WPSC's Petition for Declaratory Ruling and reaffirm KU's right to continue supplying station power to Fox Energy, as its retail electric service customer. However, should the Commission grant the Petition, KU asks that the order not take effect until KU has had an opportunity to adjust its rates to accommodate for the loss of load. KU would commit to filing a rate case within six months of a final, non-appealable court decision affirming such a Commission order.

Dated this 21st day of May, 2014.

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By

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